



# राजपत्र, हिमाचल प्रदेश

## हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

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वीरवार, 27 अप्रैल, 2017 / 07 वैशाख, 1939

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हिमाचल प्रदेश सरकार

### LABOUR AND EMPLOYMENT DEPARTMENT

#### NOTIFICATION

*Shimla, the 15<sup>th</sup> March, 2017*

**No. Shram (A) 6-1/2017 (Awards)**—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the Presiding Officer, Labour Court Shimla on the website of the Department of Labour & Employment Government of Himachal Pradesh:—

Sr.No.	Case No:	Title of the Case	Date of Award
1.	47/2014	Shri Hira Dutt V/S The Principal, Green Hills Engineering College, Solan.	10
2.	92/2013	Shri Ishwar Dutt V/s The Mahant, Kalistan Temple, Nahan.	10

By order,  
R. D. DHIMAN, IAS  
*Pr. Secretary (Lab. & Emp.).*

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4.1.2017 Present: None for the petitioner.

Shri Vishal Panwar, Advocate for respondent.

Case called twice but none appeared on behalf of the petitioner. It is 10:45 AM. Be awaited.

**(SUSHIL KUKREJA)**  
*Presiding Judge,  
Labour Court, Shimla.*

#### **Case called again.**

4.1.2017 Present: None for the petitioner.

Shri Vishal Panwar, Advocate for respondent.

Case called again. It is 12:40 PM. Neither the petitioner nor his AR put in appearance. Be called after lunch.

**(SUSHIL KUKREJA)**  
*Presiding Judge,  
Labour Court, Shimla.*

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#### **Case called after lunch.**

4.1.2017 Present: None for the petitioner.

Shri Vishal Panwar, Advocate for respondent.

It is 3:15 PM. Case called twice in pre and post lunch sessions but neither the petitioner nor his AR put in appearance before this Court. For today, the case has been listed for the evidence of the petitioner being last opportunity. The record reveals that issues in this case have been framed on 9.5.2016 and thereafter the case is being adjourned for the evidence of the petitioner and various opportunities have been granted to the petitioner in order to lead the evidence but of no avail. Therefore, it appears that at present the petitioner is not interested to pursue his claim arising out of the reference and to lead evidences such that further adjourn the case would be a futile exercise. Hence, this Court is left with no other alternative but to decide the reference on the basis of material whichever is available on file.

The following reference has been received from appropriate government for adjudication:

**“Whether termination of the services of Shri HiraDutt S/o late Shri Nek Ram Village Kainthi, P.O Gahighatt, Tehsil Kasauli District solan, HP employed as Security Guard w.e.f. 20.3.2010 by the management of M/s Principal Green Hills Engineering College, Gandhi Gram Kumar Hatti, District solan, HP without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back-wages, seniority, past service benefits and compensation the above workman is entitled to from the above college/management?”**

From the aforesaid reference is the clear that the petitioner has alleged his termination w.e.f. 20.3.2010 to be illegal and unjustified but despite having been afforded several opportunities in order to lead evidence, neither any evidence has been led by him nor he has appeared before this Court. Therefore, in the absence of any evidence/material on record, it cannot be said that the services of the petitioner had been illegally terminated by the respondent w.e.f. 20.3.2010. Hence, the reference is answered against the petitioner and the award is passed accordingly. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion be consigned to records.

Announced:  
4.1.2017

**(SUSHIL KUKREJA)**  
*Presiding Judge,  
Labour Court, Shimla.*

**IN THE COURT OF SUSHIL KUKREJA, PRESIDING JUDGE, INDUSTRIAL  
TRIBUNAL CUM-LABOUR COURT, SHIMLA, (H.P).**

Ref. No. 92 of 2013.

Instituted on. 14.10.2013.

Decided on: 20.01.2017

Ishwar Dutt S/o Shri Ram Krishan R/o Village Badaban, Tehsil Nahan, District Sirmour, HP. ....*Petitioner.*

*Vs.*

The Mahant Kalishtan Temple Nahan District Sirmour, HP.

The Deputy Commissioner-cum- Chairman Kalisthan Temple Management Committee, Nahan District Sirmour, HP.

The Sub Divisional Magistrate-cum-Member secretary, Kalisthan Temple Management Committee, Nahan District Sirmour, HP. ....*Respondents.*

**Reference under Section 10 of the Industrial Disputes Act, 1947.**

**For petitioner :** Shri Vikram Thakur, Vice counsel.

**For respondent no.1 :** Shri Naresh Gupta, Advocate.

For respondents no. 2 & 3 : Ms. Reena Chauhan, Dy. DA.

***AWARD***

The following reference has been sent by the appropriate government for adjudication:

**“Whether termination of the services of Shri Ishwar Dutt S/o Shri Ram Krishan R/o Village Bara-Ban, Tehsil Nahan District Sirmour, HP during September, 2011 by the Mahant Kalisthan Temple Nahan, District Sirmour, HP without complying with the provisions of the Industrial Disputes Act, 1947 is proper and justified? If not, what amount of back-wages, seniority past service benefits and compensation the above worker is entitled to from the above employer?”**

2. Briefly, the case of the petitioner is that vide order dated 22.10.2009, he was appointed as part time Mali by the respondent No. 3 for four hours and after seeing his performance of work and conduct, his services were made on daily wages basis in the year, 2010 and that he had served regularly for two years but after the dismissal of the Kalisthan Temple Management Committee by the Government of HP, the management of the temple had been transferred to a committee headed by the Mehant and thereafter in the month of September, 2011, the services of the petitioner had been disengaged without complying with the provisions of law as neither any notice was served upon him nor he was paid retrenchment compensation. It is further stated that the conciliation proceedings were failed due to adamant attitude of the respondents. Against this backdrop, a prayer has been made that he be reinstated in service with retrospective benefits incidental thereof along-with full backwages and that the respondents be directed to pay interest on the amount @ 12% per annum from the date of termination till its realization besides damages of ₹ 50,000/-.

3. The respondent no.1 contested the claim of the petitioner by filing reply wherein preliminary objections have been taken that the petitioner was never the employee of the replying respondent as there is no garden of the temple which requires the services of Mali, that the petitioner was engaged by respondent no. 3 and that the claim petition is bad for mis-joinder of parties. On merits, it has been asserted that the replying respondent never took over the services of the petitioner as there was no work for Mali in the temple and that he was never employed by the respondent no.1. The respondent no.1 prayed for the dismissal of the claim petition.

4. By filing separate reply, the respondents no.2 & 3 contested the claim of the petitioner wherein preliminary objection had been taken qua maintainability and that the Kalisthan Temple was previously being managed by the Kalisthan Temple Committee, consisting of President, other office bearers and the members from local persons of Nahan town including Mahant but thereafter the management of temple was placed under single Member Managing Committee headed by District & Sessions Judge, District Sirmour, at Nahan and afterwards the management of the temple was placed under the supervision of Kalisthan Temple Committee duly constituted by the HP State Government headed over by the Deputy Commissioner Sirmour, the Sub Divisional Magistrate Nahan including Mahant of temple but afterwards the said committee has been placed under the supervision of respondents no. 2 & 3, the petitioner including other persons were given temporary employment on part time basis against various class- IV posts for well keep up of the temple and its surrounding area and after some time all employees including petitioner were placed on daily wage basis and they remained as such till the supervision of the said committee remained with respondents no. 2 & 3. On merits, it has been asserted that to provide the services in the same capacity to the petitioner in HP State government or in Kalisthan Temple, it is not within the jurisdiction of respondent's no. 2 & 3. The respondents no.2 & 3 prayed for the dismissal of the claim petition.

5. By filing rejoinder, the petitioner reaffirmed his allegations by denying those of the respondents.

6. Pleadings of the parties gave rise to the following issues which were struck on 3.9.2015.

Whether the services of the petitioner were terminated during September, 2011 by the respondents without complying with the provisions of the Industrial Disputes Act, 1947 as alleged? ...OPP.

If issue no.1 is proved in affirmative to what service benefits the petitioner is entitled to and from whom? ...OPP.

Whether the petition is not maintainable? ...OPR.

Whether the petitioner is not the employee of respondent no.1 as alleged? ...OPR-1.

Whether the petition is bad for misjoinder of necessary parties as alleged? ...OPR-1.

Relief.

7. Besides having heard the learned counsel for the parties, I have also gone through the record of the case carefully.

8. For the reasons to be recorded hereinafter while discussing issues for determination, my findings on the aforesaid issues are as under.

*Issue No. : 1 No*

*Issue No. : 2 Not entitled to any relief.*

*Issue No. : 3 No*

*Issue No. : 4 Yes*

*Issue No. : 5 Not pressed.*

*Relief : Reference answered against the petitioner and in favour of the respondents per operative part of the award.*

### **Reasons for findings.**

#### **Issues no. 1 & 4.**

9. Both these issues are taken up together as they are interlinked and interconnected to each other. The Ld. Counsel for petitioner contended that the services of the petitioner have been terminated illegally without following the mandatory provisions of the Act. He further contended that before terminating the services of the petitioner, neither any notice was issued to him nor he was paid retrenchment compensation and since the petitioner had completed 240 days in each calendar year, his termination without issuance of any notice and without payment of compensation is against the provisions of the Act.

10. On the other hand, learned counsel for the respondent no.1 contended that the petitioner was never the employee of respondent no.1 as there was no need of services of Mali. He further contended that during the time when the temple was under the management of the State

Government, the petitioner was working in the Houses of the Government Officers and his salary was being paid from the funds of the temple.

11. Learned Dy. DA for respondents no. 2 & 3 contended that the services of petitioner were never terminated during the tenure when the committee of temple was headed over by respondents no.2 &3. She further contended that since the temple committee had been placed under the supervision of Mahant w.e.f 22.09.2011, the respondents no.2 & 3 have no concern with the termination of the services of the petitioner.

12. To prove his case, the petitioner examined three PWs. PW-1 Shri Rajesh Kumar, Senior Assistant from the office of S.D.M Nahan produced the copy of muster roll Ex. PR-1, copy of office order dated 22.10.2009 Ex. PR-2 and reply to demand notice Ex. PR-3. In cross-examination on behalf of respondent no.1, he expressed his ignorance that the petitioner was working in the office and residence of SDM Nahan. He admitted that there is no control of State Government over the temple. He expressed his ignorance that whether the Mali was employed prior to the taking over of the temple by the Government or after the release of the temple by the Government. When cross-examined on behalf of respondents no. 2 & 3, he admitted that in the appointment letter Ex. PR-2, it is clearly stated that the petitioner would not claim for regularization of the given post. He also admitted that after the release of the temple by the Government, it was the discretion of the management to employ the petitioner or not.

13. Petitioner appeared into the witness box as PW-2 and tendered in evidence his affidavit Ex. PW-2/A wherein he reiterated almost all the averments as stated in the claim petition. He also tendered in evidence demand notice Ex. PW-2/B and reply to demand notice filed by respondent no.1 Ex. PW-2/C. In crossexamination on behalf of respondent no.1, he denied that there is no place in the temple to raise garden. He further denied that he was working at the residence of SDM Nahan. He also denied that since there is no garden in the temple premises therefore the services of Mali are not required. When cross-examined on behalf of respondents no. 2 & 3, he admitted that the premises of the temple is covered with the stones and that Mahant looks after all the affairs of the temple. He further admitted that after his appointment he had worked within the premises of temple and that state government has nothing to do with the affairs of the temple. He also admitted that the present dispute is with the management of the temple.

14. PW-3 Shri Man Singh tendered his affidavit Ex. PW-3/A wherein he stated that he is working as a bar boy with the Sirmour, District Bar Association Nahan from the last 15 years and Kalisthan temple is situated on the way to Court while going from Delhi Gate Nahan and he used to visit the temple most of the days while going to Court. He knows the petitioner as he used to see him most of the time in the Kalisthan Temple Nahan working in the complex, cutting the grass, cutting rose plants, cleaning of temple premises etc. during the year, 2009 to 2011. In cross-examination on behalf of respondent no.1, he admitted that corridor is surrounded by temple building and other buildings. He admitted that there is no plantation or flower pot in the temple complex but explained that there is a garden behind the temple. He further admitted that the petitioner was working at the office of SDM Nahan. He denied that the petitioner never worked at the temple. When cross-examined on behalf of respondents no.2 & 3, he admitted that he had never seen the petitioner working anywhere else except the temple.

15. On the other hand, the respondents no. 2 & 3 examined RW-1 Shri Rajesh Kumar, Senior Assistant from the office of SDM Nahan, who tendered in evidence his affidavit Ex. RW 1/A wherein he reiterated almost all the averments as stated in the reply filed on behalf of respondents no. 2 & 3. He also tendered in evidence authority letter Ex. RW-1/B, copy of order of Hon'ble High Court Mark X-1, copy of notification dated 27.4.2006 Mark X-2 and copy of another notification dated 22.9.2011 Mark X-3. In cross-examination on behalf of respondent no.1, he

admitted that the petitioner was engaged by respondent no.3 however he denied that the services of the petitioner were terminated by respondent no.3. When cross-examined on behalf of petitioner, he admitted that the petitioner was enraged as part time mali on 22.10.2009 by the respondent no.3. He further admitted that w.e.f. Jan., 2010, his services were engaged as daily wager @ ₹ 100/- per day. He expressed his ignorance that the petitioner had completed 363 days in the year, 2010 and 267 days in the year, 2011. He admitted that the petitioner remained the employee of respondent no.3 till the date of notification dated 22.9.2011. He denied that the services of the petitioner were terminated by respondents no. 2 & 3.

16. Respondent no.1 examined one Shri Swami Tirtha Nand, Secretary Kalisthan Temple as RW-2, who stated that the temple was managed by the Mahant prior to take over in the year, 2005 and the government had released the temple in the year, 2011. No mali was engaged in the temple either prior to take over and thereafter. There is no garden or place for growing flowers in the premises of the temple or anywhere outside the temple and the petitioner was never engaged by the temple authorities. In crossexamination on behalf of respondents no. 2 & 3 he admitted that after the year, 2001 the temple is under the supervision of the committee and the state of H.P has no concern with the same. He further admitted that respondent no.2 and 3 have no control over the affairs and management of the temple including engaging the employees and deploying the employees. When cross-examined on behalf of petitioner, he expressed his ignorance that the petitioner was engaged on part time basis on 22.10.2009 by respondent no.3 and thereafter he was engaged on daily wage basis in Jan., 2010. He expressed his ignorance that the petitioner had completed 363 days in the year, 2010 and 267 days in the year, 2011. He denied that w.e.f. the year 2009 to 2011, the petitioner used to maintain flowers and plants in the premises of the temple. He further denied that after the temple was released in October, 2011, the temple authorities have removed the flowers and plants etc., He also denied that the temple authorities had terminated the services of the petitioner without issuance of any notice. He denied that the petitioner had worked in the premises of the temple as Mali.

17. After the closer scrutiny of the record of the case, it has become clear that vide office order Ex. PR-2, the services of the petitioner were engaged as 'Mali' on part time basis by respondent no.3 i.e SDM Nahan in the capacity of Member Secretary, Kalisthan Temple Trust Management Committee, Nahan and thereafter, in the year 2010, his services were placed on daily wages basis. The case of the petitioner is that his services were terminated illegally without any notice and compensation as he had completed 240 days in twelve calendar months preceding his termination.

18. It is not in dispute that Kalisthan temple at Nahan was being previously managed by the Kalisthan Temple Committee consisting of President, other office bearers and the local persons of Nahan town including Mahant i.e. respondent No.1. Later on in view of the Judgment dated 3.4.2006 passed by the Hon'ble High Court of H.P. in CWP No.454/2005 tilted as Sanjay Pandit Vs. State Mark X-1, the management of the said temple was placed under Single Member Managing Committee headed by District & Sessions Judge, Sirmaur at Nahan. It is also not in dispute that afterwards management of the said temple was placed under the supervision of Kalisthan Temple Committee duly constituted by the H.P. State Government vide its notification dated 27.4.2006 Mark X-2 under the chairmanship of Deputy Commissioner, Sirmour and respondent No-3 i.e. S.D. M. Nahan as its Member Secretary. It is also clear that the aforesaid committee was denotified and has been placed under the supervision of Mahant i.e. respondent No.1 vide H.P. Govt.notification dated 22.9.2011 Mark X-3 and now the respondents No-2 and 3 do not have any control over the affairs and the management of the temple. It is also not in dispute that during the period the said Committee remained under the supervision of respondents No.2 and 3 the petitioner was given temporary employment on part time basis vide office order dated 22.10.2009 Ex.PR2. The relevant extract of the aforesaid Office Order is reproduced as under:—

As per decision taken in the meeting held on 31.8.2009 under the Chairmanship of Worthy-Deputy-Commissioner- cum- Chairman Kalisthan Temple Management Committee Nahan, a post of "Mali" for Kalisthan Mandir on part time basis for four hours per day is required to be filled up. Accordingly Shri Ishwar Dutt S/o Ram Kishan, r/o village Bara Ban, Tehsil Nahan, District Sirmaur, H.P. is hereby appointed as part time Mali for four hours from 8:00 AM to 12:00 PM (A.N.) per day in Kalisthan temple Nahan. This arrangement is purely temporary and till the existence of present Kalisthan Temple Management Committee, Nahan. The above officials will not be entitled for claiming his regularization again this post.

(-Sd-)

SDM-cum-Member Secretary,  
KTMC, Nahan, District Sirmaur, H.P.

19. Therefore, perusal of the aforesaid Office Order Ex.PR2 shows that petitioner was given temporary employment on part time basis and this arrangement was purely temporary till existence of the then Kalisthan Temple Management Committee Nahan. Further the Office Order Ex.PR2 specifically embodied the stipulation that the petitioner will not be entitled for claiming his regularization against this post. The Office Order did not suggest that there was any specific or implied condition of employment that the petitioner would continue to serve even after the then Management of the Kalisthan Temple Committee Nahan was denotified and placed under the supervision of respondent No.1 i.e. Kalisthan Management Committee Nahan. It is the specific case of the respondent No.1 Mahant that the petitioner was never their employee and Kalisthan temple was no need of service of 'Mali' as there is no garden in the temple and there is no work for the petitioner in the temple. There is no material on record to suggest that petitioner was ever engaged by respondent No.1. Therefore it can not be said that petitioner was the employee of the respondent No.1 at any point of time. Hence, perusal of the record makes it clear that appointment of the petitioner as 'Mali' was purely temporary on a temporary post. There is no element of the regular appointment in the Office Order Ex.PR-2 or any assurance to the petitioner that appointment was in the nature of regular appointment or that the petitioner was on probation to be regularized on satisfactory completion of his probation period. It is not the case of the petitioner that there is any uncertainty or ambiguity in the Office Order Ex.PR-2. In so far as tenure of the post to which he was appointed is concerned, it has been stipulated in the Office Order Ex.PR-2 that appointment was purely temporary till the existence of the then Kalisthan Management Committee and the petitioner will not be entitled for claiming his regularization against this post. Once the petitioner has accepted the terms and conditions stipulated in the Office Order Ex.PR-2, he can not challenge the validity of his termination. In **2006 LLR 1233 SC in case titled as Vidyavardhaka Sangha & another Vs. V.D. Despande & others** it has been held as under:—

**"The appointment made on probation/adhoc basis for the specific period of time comes to an end by efflux of time and the person on such post can have no right to continue on the post. When after having accepted the terms and conditions stipulated in the appointment letter and the period for which they were appointed has been elapsed by efflux of time, they can not be permitted to challenge the validity of their termination".**

20. It was also held in **(2006)6 SCC 221 titled as Reserve Bank of India V/s Gopinath Sharma & Another** that work man not appointed to any regular post but engaged on the basis of need of work on day-to-day basis, has no right to the post. The relevant extract of the aforesaid judgment reads as follows:-

**22. In our view, Respondent was not appointed to any regular post but was only engaged on the basis of the need of the work on day-to-day basis and he has no right to the post and that his disengagement cannot be treated as arbitrary.**

21. In the instant case admittedly petitioner was engaged on temporary post till the existence of the then Kalisthan Management Committee Nahan, which was denotified on 22.09.2011 vide Mark-X-3, as such it can not be said that termination of the petitioner during September 2011 by the respondents is illegal and unjustified or in violation of the provisions under the Industrial Disputes Act, 1947. Consequently petitioner failed to prove these issues. Accordingly issues No. 1 & 4 are decided in favour of the respondents and against the petitioner.

### **Issue No.2**

22. Since the petitioner has failed to prove issue No.1, this issue becomes redundant.

### **Issue No. 3**

23. The onus to prove this issue was on the respondents, however in support of this issue, no evidence has been led by the respondents. Moreover I find nothing wrong with this petition which is perfectly maintainable. Accordingly issue No.3 is decided in favour of the petitioner and against the respondents.

### **Issue No. 5**

24. During the course of arguments, the Ld. Csl. for respondent No-1 has not pressed this issue, as such this issue is decided against the respondent No-1.

### **Relief**

25. As a sequel to my above discussion and findings on issues No. 1 to 5, the claim of the petitioner fails and is hereby dismissed with the result, the reference is answered against the petitioner and in favour of respondents. Let a copy of this award be sent to the appropriate government for publication in the Office Gazette. File after due completion be consigned to the records.

Announced in the open Court on this 20th day of January 2017.

**(SUSHIL KUKREJA),**  
*Presiding Judge,*  
*H.P. Industrial Tribunal cum-*  
*Labour Court, Shimla.*

विशेष क्षेत्र विकास प्रधिकरण श्री चमुण्डा नन्दिकेश्वर धाम

श्री चमुण्डा नन्दिकेश्वर धाम, विशेष क्षेत्र के वर्तमान भूमि उपयोग को अपनाने वारे सूचना

दिनांक 10 अप्रैल, 2017

संख्या डी०टी०पी०(डी) टी-20(विशेष क्षेत्र-चमुण्डा) वॉल्यूम-II/2014 38-56.—एतद दवारा यह सूचना दी जाती है कि श्री चमुण्डा नन्दिकेश्वर धाम, विशेष क्षेत्र के वर्तमान भूमि उपयोग को तैयार करके सूचना संख्या डी०टी०पी० (डी) टी-46 (वॉल्यूम-II)/2014-1-50 दिनांक 19-03-2015, को राजपत्र में जनता की आपत्तियों/सुझावों हेतु हिमाचल प्रदेश नगर एवं ग्राम योजना अधिनियम, 1977 (1977 का वारहवां अधिनियम) की धारा-15 की उपधारा (1) के अंतर्गत प्रकाशित किया गया था; और

चूंकि, इस सम्बन्ध में प्राप्त आपत्तियों/सुझावों को वर्तमान भूमि उपयोग एवम मानचित्रों में यथा स्थान सुधार करके दर्ज किया जा चुका है।

अतः उपरोक्त अधिनियम की उप धारा (3) धारा—15 में निहित शक्तियों का प्रयोग करते हुए सूचित किया जाता है कि श्री चामुण्डा नन्दिकेश्वर धाम, विशेष क्षेत्र के वर्तमान भूमि उपयोग को सुधार सहित अपनाया गया है, जिसकी प्रति अवलोकनार्थ निम्नलिखित कार्यालयों में उपलब्ध है।

1. अध्यक्ष,  
विशेष क्षेत्र विकास प्राधिकरण,  
श्री चामुण्डा नन्दिकेश्वर धाम—एबम—  
उपयुक्त कांगड़ा स्थित धर्मशाला,  
हिमाचल प्रदेश।
2. सदस्य सचिव,  
विशेष क्षेत्र विकास प्राधिकरण,  
श्री चामुण्डा नन्दिकेश्वर धाम—एबम—  
नगर एबम ग्राम योजनाकार,  
मंडलीय नगर योजना कार्यालय धर्मशाला,  
हिमाचल प्रदेश।

उपरोक्त वर्तमान भूमि उपयोग इसके राजपत्र हिमाचल प्रदेश सरकार में प्रकाशित होने की तिथि से प्रभावी होगा जो कि इसके स्वतः अपनाने का साक्ष्य होगा।

अध्यक्ष,  
विशेष क्षेत्र विकास प्राधिकरण,  
श्री चामुण्डा नन्दिकेश्वर धाम—एबम—  
उपयुक्त कांगड़ा स्थित धर्मशाला,  
हिमाचल प्रदेश।

### SPECIAL AREA DEVELOPMENT AUTHORITY SHRI CHAMUNDA NANDIKESHWAR DHAM

#### FORM -6

*(See rule - 9)*

#### NOTICE OF ADOPTION OF EXISTING LANDUSE MAP

*Dated, 10<sup>th</sup> April, 2017*

**No. DTP (D) T-20 (SADA-Chamunda) Vol. II/2014-38-56.**—Whereas, objections and suggestions were invited vide Notice No. DTP (D) T- 20 (SADA-Chamunda) Vol. II/2014 – 1 – 50 Dated 19-03-2015 with respect to the Existing Land Use Map for Shri Chamunda Nandikeshwar Dham Special Area under sub-section (1) of section 15 of the Himachal Pradesh Town and Country Planning Act, 1977 (Act No. 12 of 1977); and

Whereas, objections and suggestions were received and the modifications have been made in the said Existing Land Use Map, wherever, required.

Now, therefore, in exercise of the powers vested under sub-section (3) of section 15 of the Act ibid, Notice is given that the Existing Land Use Map for Shri Chamunda Nandikeshwar Dham Special Area is hereby adopted with modifications and a copy thereof is available for inspection during office hours in the following offices.—

1. Chairman,  
Special Area Development Authority,  
Shri Chamunda Nandikeshwar Dham-cum-  
Deputy Commissioner,  
Kangra at Dharamshala, H. P.

- 
2. Member Secretary,  
Special Area Development Authority,  
Shri Chamunda Nandikeshwar Dham-cum-  
Town and Country Planner,  
Divisional Town Planning Office,  
Dharamshala, District Kangra, H. P.

The said Existing Land Use Map shall come into operation with effect from the date of publication of this Notice in the Official Gazette of Himachal Pradesh and it shall be conclusive evidence of the fact that the Map has been duly prepared and adopted.

Place : Dharamshala

Date.....

Chairman,  
*Special Area Development Authority,*  
*Shri Chamunda Nandikeshwar Dham-cum-*  
*Deputy Commissioner,*  
*Kangra at Dharamshala, H. P.*

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#### **OFFICE OF THE DEPUTY COMMISSIONER, DISTRICT KINNAUR AT RECKONG PEO (H.P.)**

##### OFFICE ORDER

DATED: .....

**NO. KNR-V-82(NB)/.-**—In pursuance of the Govt. of India, Ministry of Home Affairs letter No. F-7/58-III dated the 1st January, 1960, read with letter No. 7/93/66 Fin. dated the 22nd March, 1961 circulated vide HP Govt. Finance Department letter No. Fin. 10/64/59 dated the 14th April, 1961 and read with SR 77 and 81 of Fundamental and Supplementary Rules Vol. II, the rates of Porters and mules for transportation of personal effects, camp equipments etc. for Kinnaur District, while on tour/transfer or otherwise are fixed as under. These rates shall also be applicable for the transportation of departmental stores except levy sugar, fertilizers and subsidized wheat for which the rates have been fixed separately. These rates will take effect with effect from 1st April, 2017 to 31st March, 2018.

The entire District has been divided into two parts i.e. remote and other area. The following places shall be included in the category of remote area.—

##### **REMOTE AREA**

1. Ka-Dogri to Chuling Hango via Tirasang.
2. Namgia to Tashigang and Shipkila.
3. Lamber, Kunu and Charang.
4. Shongthong to Meber and Barang.
5. Karchham to Kanai and Baturi..
6. Choling to Meeru and Yulla.
7. Whole of Panderabish area. Except Bara Kamba and Chhota Kamba.
8. Katgaon to Kara Kanda (Bhaba Valley).

RATES FOR REMOTE AREA	SUMMER RATES	WINTER RATES
Any type of animals	44.48 paisa per qtl. Per Kms.	55.58 paisa per qtl Per Kms.

**RATES FOR REST OF KINNAUR DISTRICT.**

33.27 paisa per qtl Per Kms.	44.48 paisa per qtl. Per Kms.
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**RATES FOR PORTERS**

For journey entirely below an altitude of 10000 feet  
Through-out Kinnaur District

SUMMER RATES	WINTER RATES	For distance exceeding 15 Kms
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**MAY – OCTOBER**

(a)

83.36 paisa per qtl.  
Per Kms.

**NOVEMBER - APRIL**

92.51 paisa per qt  
Per Kms.

Additional 50% of rate

(b)

For journey above an altitude of 10000 feet and below  
14000 feet above see level, rates of porters will be increase  
by 60% of the basic rates fixed above for remote area.

(c)

For journey above an altitude of 14000 feet, above see  
leve, rates for porters will be increased by 100% of the  
basic rates fixed above for remote area.

**RATES FOR ENFORCED HALTS OF ANIMAL AND PORTERS DURING JOURNEY**

(A) For pack animal and riding ponies halt, the stipulated  
Rate for proceeding stage will be paid per animal  
Per day.

(B) For porters required to halt reroute, the full stipulated  
Rate for the proceeding stage will be paid per porter  
Per day.

(C) The rates for return journey when porters/ ponies are  
discarded away from NH-22/PWD road or the point of start  
and move back without load they will be paid 50% of the  
stipulated rates. The distance for move back will be  
worked-out by the shortest route to NH 22 and PWD road  
or point of start whichever is shortest.

**THE SUMMER AND WINTER SEASONS ARE DEFINED AS UNDER**

1. SUMMER SEASON 16-04-2017 TO 15-10-2017

2. WINTER SEASON 16-10-2016 TO 15-04- 2018

Sd/-

DR NARESH KUMAR LATH, IAS  
*Deputy Commissioner,*  
*Kinnaur District at R/Peo.*

**HIGHER EDUCATION DEPARTMENT****NOTIFICATION***Shimla-02, the 17<sup>th</sup> April, 2017*

**No.EDN-A-Ka (1)-9/2012.**—The Governor, Himachal Pradesh is pleased to order taking over the service of following Assistant Professor (Hindi) of erstwhile privately managed Swami Vivekanand Gramodya College, Shivnagar, Distt. Kangra, on contract basis subject to the terms and conditions as indicated in the notification.

The Governor, Himachal Pradesh is further pleased to post him on his fresh appointment as Assistant Professor (College Cadre) on contract basis at the place shown against his name.—

Sr. No.	Name	Father's Name	Designation	Place of posting
1.	Sanjeev Kumar Sharma	Sh. Om Prakash	Asst. Prof. Hindi	Govt. Degree College, Jaisinghpur (Kangra)

**Terms and conditions.—**

1. The above Assistant Professor (College Cadre) in the Department of Higher Education, H.P. will be engaged on contract basis initially for one year, which may be extendable on year to year basis.
2. The above Assistant Professor (College Cadre) appointed on contract basis will be paid consolidated fixed contractual amount @ Rs. 21,600 P.M. (Rs. Twenty one thousand and six hundred only) (which shall be equal to initial of the pay band + Grade Pay). An amount of Rs. 648/- as annual increase in contractual emoluments for the subsequent years will be allowed if contract is extended beyond one year and no other allied benefits such as senior/selection scales etc. shall be given.
3. The Addl. Chief Secretary/Principal Secretary/Secretary (Hr. Education) to the Government of Himachal Pradesh will be appointing and disciplinary authority.
4. He will not be governed by the rules, regulations and orders in force from time to time as applicable to other government servants such as CCS (CCA) Rules, 1965 and CCS (Conduct) Rules, 1964 as are applicable in Himachal Pradesh.
5. Before submitting the report to the Government the contract appointee shall sign an agreement as per Annexure –A.
6. The service of the Contract Appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory.
7. During the contract service, no advance will be given to him.
8. Contractual Appointee Assistant Professor (Colleges) will be entitled for one day casual leave after putting in one month service. However, the contract employees will also be entitled for 10 day's Medical Leave. He shall not be entitled for Medical Reimbursement and LTC etc. No Leave of any other kind except above is admissible to the contractual appointee. Provided that the un availed Casual Leave and Medical Leave can be accumulated upto the calendar Year and will not be carried forwarded for the next calendar Year.

9. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. Contract Appointee shall not be entitled for contractual amount for the period of absence from duty.
10. Transfer of contract appointee will be permitted from one place to another after putting three years of service at one place.
11. Selected candidate will have to submit a certificate of his fitness from Medical Board, DDU Hospital, Shimla-1.
12. Contract appointee will be entitled to TA/DA if required to go on tour in connection with his official duties at the same rate as applicable to regular officials at the minimum of pay scale.
13. The candidate engaged on contract basis under these Rules shall have no right to claim for regularization/ permanent absorption as Assistant Professor (College cadre) in the Department at any stage.
14. The appointment is provisional and is subject to the educational qualification and other certificates being verified through proper channels and if the verification reveals that the claim to belong to reserve categories, as the case may be is false, the services will be terminated forthwith without assigning any further reasons and without prejudice to such further action as may be taken under the provisions of the Indian Penal Code for production of false certificate.
15. He will have to give a declaration to the effect that he has only one living spouse, if married.
16. He will have to take an oath of allegiance/ faithfulness to the Constitution of India or making a solemn affirmation.
17. He will have to produce all the certificates in original at the time of joining this appointment. If, the above terms and conditions are acceptable to him, he should report for duty within a week from the issue of this Notification in the Government College mentioned against his name, failing which this offer of appointment shall stand cancelled and no further correspondence shall be entertained in this behalf. No Travelling allowance will be allowed to join the contract appointment.

By order,  
R.D. DHIMAN,  
*Principal Secretary (Hr.Edu.).*

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ANNEXURE-A

**FORM OF CONTRACT/AGREEMENT TO BE EXECUTED BETWEEN THE  
(NAME OF THE POST) AND THE GOVERNMENT OF  
HIMACHAL PRADESH THROUGH \_\_\_\_\_ (DESIGNATION  
OF THE APPOINTING AUTHORITY).**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ Between Sh./Smt. \_\_\_\_\_ S/o/D/o Shri \_\_\_\_\_ R/o \_\_\_\_\_

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Contract appointee (hereinafter called the FIRST PARTY), AND the Governor of Himachal Pradesh through \_\_\_\_\_ (Designation of the Appointing Authority) Himachal Pradesh (here-in-after the SECOND PARY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a Assistant Professor (College Cadre) on contract basis on the following terms & conditions.—

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as an Assistant Professor (College Cadre) for a period of 1 year commencing on day of \_\_\_\_\_ and ending on the day of \_\_\_\_\_. It is specifically mentioned and agreed upon by both the parties that the contract of the FIRST PARTY with SECOND PARTY shall ipso-facto stand terminated on the last working day i.e. on \_\_\_\_\_. And information notice shall not be necessary.

Provided that for-further extension/renewal of contract period the HOD shall issue a certificate that the service and conduct of the contract appointee was satisfactory during the year and only then the period of contract is to be renewed/extended.

2. The contractual amount of the FIRST PARTY will be Rs. 21, 600/- per month.
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good or if a regular incumbent is appointed/posted against the vacancy for which the first party was engaged on contract.
4. Contractual appointee i.e. Assistant Professor(Colleges) will be entitled for one day casual leave after putting in one month service. However, the Contract employee will also be entitled for 12 weeks Maternity Leave and 10 day's Medical Leave. She shall not be entitled for Medical re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contractual appointee. Provided that the un vailed Casual Leave and Medical Leave can be accumulated upto the calendar Year and will not be carried forward for the next calendar Year.
5. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. A contractual appointee will not be entitled for contractual amount for the period of absence from duty.
6. An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
7. Selected candidate will have to submit a certificate of her fitness from a Government/Registered Medical Practitioner. In case of women candidates pregnancy beyond twelve weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/Practitioner.
8. Contract appointee shall be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counter-part official at the minimum of pay scale.
9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointee(s).

IN WITNESS the FIRST PARTY AND SECOND PARTY have herein to set their hands  
the day, month and year first, above written.

**IN THE PRESENCE OF WITNESS:**

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Full Address)

(Signature of the FIRST PARTY)

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Full Address)

**IN THE PRESENCE OF WITNESS:**

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Full Address)

(Signature of the SECOND PARTY)

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Full Address)

\_\_\_\_\_

**OFFICE OF THE MUNICIPAL COUNCIL GHUMARWIN, DISTT. BILASPUR (H.P.)**

**NOTIFICATION**

*Date, the 25<sup>th</sup> April, 2017*

**No. MCG/ Advertisement/Bye Laws/**—The following Bye Laws made by the Municipal Council Ghumarwin for Regulating the posting of Bills Hoardings, Advertisements Sign boards, in exercise of power conferred by section 202 ( O) read with section 217 of the Himachal Pradesh Municipal Act, 1994(13 of 1994) having been confirmed by State Govt. as required under section 217 of the aforesaid Act are here by published for general information namely.—

**BYE LAWS TO REGULATE POSTINGS OF BILLS, HOARDING,ADVERTISEMENTS  
OF MUNICIPAL COUNCIL GHUMARWIN.**

1. **Short title commencement and application.**—These Bye- Laws may be called the Municipal Council Ghumarwin (Regulation of posting of Bills and fixing of advertisement hoarding, sign board etc) Bye- Laws 2017.

(1) They shall come into force on the date of their publication in the Rajpatra, Himachal Pradesh.

(2) They shall apply to Ghumarwin Municipal Council area.

**2. Definitions.**—In these bye laws unless the context otherwise requires.

(a) “Act” means the Himachal Pradesh Municipal Act, 1994.

(b) “Bills” means any poster, notice and advertisement printed on paper of Board or painted on Hoarding, Sign board or walls etc. and hung on poles etc.

(c) “Council” means the Municipal Council Ghumarwin and

(d) “Schedule” means the schedule indicating the rate in respect of sign Board.

**3. Prohibition of sticking, fixing hanging or painting bills, poster, advertisement, notice etc.**—No person shall without the written permission of the Executive Officer Municipal Council Ghumarwin stick, fix or hung or cause to be fixed stick, or hung or paint bills, posters, advertisement, notice over any place or property whether private or public in public street or road in contravention of the following conditions.—

(i) Hoarding shall not be allowed in the required width the national/state high ways and other schedule roads as they cause traffic hazard and are against the instructions of the Govt. of India and Hon’ble Himachal Pradesh High Court.

(ii) No hoardings, advertisements shall be put on the valley side above the road level (including on the roofs of buildings) to preserve the aesthetics scenic beauty and the views of hills.

(iii) No hoardings, advertisements shall be put at the place where it affects endangers the growth of flora.

(iv) No hoardings shall be located in thickly wooded area and no wire of any kind shall be placed on trees.

(v) No hoardings, advertisements shall exceed dimension size of 16 Sq. meters.

(vi) No hoardings, advertisements shall be against the guidelines of the PWD.

(vii) No hoardings, advertisements shall be located near a water source.

(viii) No hoardings, advertisements shall be in the form of writing engraving nailing and carving on any natural animate or inanimate object.

(ix) No hoardings, advertisements shall be located to the road. No hoardings, advertisements should be located on a sharp “U” turn and blind turn, and.

(x) The beauty of nature formation such as hills, rivers, trees and rocks shall not be destroyed by indiscriminate installation of commercial advertisements.

**4. Exemption.**—Subject to the conditions mentioned in Bye Laws 3 private boards may be erected on respective premises by Govt. Offices, Association or mercantile firms, for posting their own notices, advertisements etc.

Prohibition of displaying indecent picture or language advertisement containing indecent picture or language shall not be allowed Executive Officer Municipal Council shall be authority to decide as to the decency or otherwise of the advertisements and the appeal against the decision shall be made to the President Municipal Council Ghumarwin whose decision shall be final.

**5. Fee for Permission.**—(i) Fee @ Rs.300/- per sqm. shall be payable for every permission granted under bye-laws No.3 above per annum.

(ii) Cloth Banners @ Rs. 100/- per month per banner.

**6.** When a person desires to remove the advertisement he will put the space as it was before.

**7. Penalties.**—Whoever contravenes any of these bye-laws shall be punishable with fine which may extend to Five thousand Rupees and when the contravention is continuing one, with further fine which may extend to Rupees 200/- for every day, after the first day during which such contravention continues.